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vacant at the time the policy issued. *Queen Ins. Co. of America v. Chadwick*, 13 Tex. Civ. App. 318; *Conn. Fire Ins. Co. v. Tilley*, 88 Va. 1024. There are many *dicta* contrary to the case in point, upon the ground that where there is no written application and no terms have been agreed upon by parol, except the amount, the insured must be charged with knowledge that the policy he receives, contains the contract binding upon him. *Waller v. Northern Assur. Co.*, 10 Fed. 232; *Brown v. Commercial Fire Ins. Co.*, 86 Ala. 189; *Wierengo v. Amer. Fire Ins. Co.*, 98 Mich. 621.

LANDLORD AND TENANT—ACTION BY LANDLORD TO RECOVER POSSESSION—DEFENSES.—*WALLACE V. OCEAN GROVE CAMP MEETING ASS'N OF METHODIST EPISCOPAL CHURCH*, 148 FED. 672 (N. J.).—*Held*, a tenant, who repudiates that relation and claims title adversely to the landlord, cannot defend against an action by the landlord to recover possession on the ground of the insufficiency of the notice to terminate the lease.

Where the relation of landlord and tenant is disclaimed by the tenant, or the tenant repudiates the title of his landlord, neither a demand of possession or notice to quit is necessary to enable the landlord to maintain an action for possession of premises. *Carger v. Fee*, 40 Ind. 572; 39 N. E. 93. A landlord is not bound to give his tenant notice to quit, if the tenant has taken possession under an adverse title. *Williams v. Hensley*, 1 A. K. Marshall 181. The notice to quit to which a tenant at sufferance is entitled cannot be claimed by one who has asserted any title that directly or impliedly negatives the right to put an end to his interest. *Kunzie v. Wixom*, 39 Mich. 384. In ejectment the defense of adverse possession is inconsistent with a tenancy, and exempts plaintiff from the necessity of proving a notice to quit. *Wolf v. Holton*, 92 Mich. 136; 52 N. W. 459. A tenant at will cannot defend an action of ejectment by the landlord on the ground that he had no notice to quit, where the answer expressly denies plaintiff's title, and sets up ownership in defendant. *McCarthy v. Brown*, 113 Cal. 15.

LANDLORD AND TENANT—DEFECT IN PREMISES—INJURIES TO OCCUPANTS.—*HATCH ET AL. V. MCLOUD RIVER LUMBER CO.*, 88 PAC. 355.—*Held*, occupants of premises under a lease assumed the risk of injury from a wire extending from an electric light pole without the premises to an anchor about two feet within the premises which was so located at the time of the lease and was known to them.

Where the occupants of a tenement house are permitted, without objection, to use the yard, and there is no restriction in the lease against such use, an easement is thereby created in favor of the tenant, and the landlord is liable for injuries resulting from his failure to make the yard safe. *Canavan v. Stayvesant*, 27 N. Y. Sup. 413. A nuisance being allowed to remain in the same position a sufficient length of time without any endeavor on the part of the defendant by the exercise of reasonable care and diligence, to ascertain its dangerous position; and having let the premises with a nuisance, existing thereupon, he is, under the circumstance, liable for injuries sustained by the tenant, *Ahern v. Steel*, 115 N. Y. 203. In an action for personal injuries, it appears that in the yard of a tenement house in which apartments were rented from defendant to plaintiff's father, a large flat stone stood almost perpendicularly against the fence, and had so stood for several months, and at the time the apartments were let; that while the plaintiff's child was playing around the stone, it fell and injured her, it was held that the defendants were